ery on the note because it was a contract inhibited by sound public policy. * * *

"In Douglas State Bank *v.* Lewinsohn, 192 Ill. App. 364, the plaintiff brought an action on a promissory note. The defendant pleaded a set-off in the sum of $2,000. This $2,000 was alleged to be due from the plaintiff to the defendant, because the plaintiff had promised to pay the defendant that sum for temporarily depositing the sum of $15,000 or more with the plaintiff bank, so as to show a substantial increase in its business, in order to effect a sale to or consolidation with another bank. It was held that: 'The contract, if there was such a contract, between the plaintiff and defendant, was an immoral one, for the deception and defrauding of a third person, and no right to the compensation accrued to the defendant under it which courts will enforce.'

"We think the contract upon which the action in the case now before us was based is against public policy and sound morals, and was therefore void and unenforceable. It may be true that the objection that the contract is illegal and void as against public policy comes with poor grace from one who was a party thereto. Such objection, however, will not be allowed to prevail, even when put forward by one who participated in the wrong, not as a protection to him, but for the sake of the public good and because the law will not lend its aid to enforce an illegal contract. In such cases the law leaves the parties where they place themselves (Dieckmann *v.* Robyn, 162 Mo. App. 67, 141 S. W. 717)."

Landlord and Tenant—Failure to Provide Lights.—In Rhodes *v.* Fuller Land & Improvement Co., 106 Atl. 400, the Court of Errors and Appeals of New Jersey held that if a landlord assumes the duty of providing and maintaining a light upon the common stairway of an apartment house, it is his duty to exercise reasonable care to maintain a light there until notice of its discontinuance has been given, and failure to perform such duty is negligence, and a tenant who is injured because of such negligence, and whilst himself in the exercise of due care, is entitled to recover. It was also held that such tenant cannot be said as a matter of law to be guilty of contributory negligence in using the stairway when the light was out, when it was open to the jury to find that she was familiar with the stairway, that she was halfway down before she noticed, or could have noticed, the absence of the light, and that there was no one present to make a light for her.

The court said in part: "The gravamen of the plaintiff's complaint was that the defendant landlord had assumed to light these stairs, and failed in the performance of that duty. It was upon that theory, and upon that theory alone, that the question of the negligence of

the defendant was submitted to the jury. It will be seen, therefore, that this is not a case of the breach of a duty imposed by statute to keep a light burning in the hallway at certain hours, such as Pesin *v.* Jugovich, 85 N. J. Law, 256, 88 Atl. 1101. Nor is it a case of the breach of the duty which the landlord owes to his tenants of apartments to take reasonable care to have the common halls and stairways reasonably fit for use for the passage of the tenants and their visitors, of which Gillvon *v.* Reilly, 50 N. J. Law, 27, 11 Atl. 481 is an example. As pointed out in Gleason *v.* Boehm, 58 N. J. Law, 475, 34 Atl. 886, 32 L. R. A. 645, while the landlord is required to take reasonable care to have the common halls and stairways reasonably fit for use for the passage of the tenants, he is under no obligation to furnish means for their safe use, and is therefore under no duty (unless assumed by contract) to furnish a light, although such light may be necessary for safe use. Incidentally, in dealing with that case, Mr. Justice Magie said:

" 'The landlord doubtless may, and probably usually does, assume the duty of providing necessary light in such cases by contract with his tenants. There was evidence that defendant had usually provided a light in the lower hall, and had employed a person to light it. Upon this evidence the court might have been requested to direct the jury to determine whether an implied contract to maintain such light, at least until notice of its discontinuance had been given, might not be inferred and a corresponding duty to maintain it. But no such request was made, and we cannot consider now whether, if made, it could have been properly granted.'

"The underlying principle of the question there stated, but not decided, is invoked in the present case. We think the true rule is that if a landlord assumes the duty of providing and maintaining a light upon a stairway, it continues thereafter to be his duty to exercise reasonable care to maintain a light there until notice of its discontinuance has been given, and failure to perform such duty is negligence, and a tenant who is injured because of such negligence whilst himself in the exercise of due care, is entitled to recover. Andre *v.* Mertens, 88 N. J. Law, 626, 96 Atl. 893; Kargman *v.* Carlo, 85 N. J. Law, 632, 90 Atl. 292; La Brasca *v.* Hinchman, 81 N. J. Law, 367, 79 Atl. 885."

Negligence—Injury Caused by Explosion of Bottle.—In Grant *v.* Graham Chero-Cola Bottling Co., 97 S. E. 27, Supreme Court of North Carolina held that a manufacturer of highly charged carbonated drinks may be liable for injuries to a final purchaser from the explosion of a bottle.

The court said in part: "The trial court instructed the jury that, if they found that the defendant company used in its business appliances in approved and general use, with competent and sufficient